

LOUISIANA TECH UNIVERSITY

INVITATION TO BID ONLY



BIDDER MUST FILL IN COMPANY NAME AND
COMPLETE ADDRESS (PRINTED OR TYPED)

PHONE:

FAX:

EMAIL:

BID OPENING:

August 19, 2020 @ 2:00PM

BID NUMBER:

50012-474-21

DEPARTMENT

Recreation

**PRICE MUST BE FIRM FOR AT LEAST
30 DAYS FROM OPENING DATE**

DELIVERY IN DAYS

TERMS

**BIDDER AGREES TO COMPLY
WITH ALL CONDITIONS
BELOW AND ATTACHED TO
THIS REQUEST.**

**Prices are to be complete and the FOB
point to be Louisiana Tech University
unless otherwise specified.**

RETURN THIS FORM TO:

**PURCHASING OFFICE
P.O. Box 3157
208 Keeny Circle, Rm. 408
Ruston, LA 71272**

**Phone: 318-257-4205
Fax: 318-257-3772**

Company Quote #
if applicable

FAILURE TO SIGN WILL DISQUALIFY BID

Typed or Printed Name

Authorized Signature/Title

ITEM:	COMPLETE SPECIFICATIONS	QTY. & UNIT:	UNIT PRICE:	AMOUNT:
1	<p>Louisiana Tech University's Recreation Department is now accepting SEALED bids for the following:</p> <p>Custodial Services for the Lambricht Sports and Wellness Center</p> <p>Bid pricing to be firm for a one (1) year period with the option to renew for two (2) additional one (1) year periods if mutually agreed upon by both parties.</p> <p>A BID BOND IS REQUIRED FOR THIS BID. BID BOND MUST BE SENT IN THE SAME ENVELOPE AS VENDOR'S BID PACKET IN ORDER TO BE CONSIDERED FOR AWARD.</p> <p>**Please See Attached Bid Specifications, Terms, and Conditions**</p> <p>COVID-19 PURCHASING UPDATES: Under the State of Louisiana law, no public bid openings will be allowed until further notice. This bid will be opened by the Louisiana Tech University Purchasing Officers.</p> <p>ALL BIDS MUST BE RETURNED TO THE LOUISIANA TECH PURCHASING OFFICE VIA MAIL. DO NOT FAX OR EMAIL.</p> <p>For questions or more information, please call Dr. John Jackson or Tony Tryon at (318) 257-4634.</p>	per month		

IMPORTANT: If bidding other than requested brand and product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references or not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

Louisiana Tech University Recreation Department will now accept bids to provide custodial services for the Lambright Sports and Wellness Center located on the campus.

This invitation to bid sets forth the requirements and specifications of Louisiana Tech University Recreation Department. The contents of this ITB and the bidders response shall become contractual obligations if a contract ensues. This bid and any resulting contract shall be governed under the laws of the State of Louisiana.

All bids shall be subject to the Louisiana "Purchasing Rules and Regulations", and all applicable Louisiana Statutes. The documents may be viewed online or in the purchasing department on the Louisiana Tech campus during normal business hours.

Erasures, write overs, corrections or other changes in the bid are to be initialed by the bidder. Failure to do so may result in the rejection of the bid without further consideration.

The University reserves the right to reject any and all bids, and to waive and informalities. The right is reserved to award contracts separately, grouped, or on an all or none basis. Incomplete, illegible, partial or informal bids may be rejected.

The entire bidders response shall be sealed and delivered in accordance with the requirements of the purchasing department of Louisiana Tech University.

All bids shall be binding for a minimum of 60 calendar days and shall be withdrawn after the specified return date.

All bid responses become a matter of public record after the bid opening. The university accepts no responsibility for maintaining confidentiality of any information submitted with the bid response whether labeled confidential or not.

Bidders shall be responsible for the timely delivery of the bid by the ITB return deadline. Bids received after the deadline will not be considered, whether delayed in the mail or for any other cause whatsoever.

Any bid response may be withdrawn by the bidder upon written request prior to the designated time for the return of the bids. Withdrawal notification must be by signature and received by the Louisiana Tech Purchasing Department prior to the deadline for the return of bids.

Each shall be time recorded upon its delivery by purchasing personnel. The bidder may deliver the bid by express carrier securing the signature of the person accepting delivery. Or the bidder may mail the bid by registered mail or certified mail return receipt requested.

No negotiations, decisions, or actions shall be executed by any bidder as a result of any oral discussions with any state employee. Only those transactions that are in writing, signed by the proper purchasing agent in addendum form, shall be considered as valid. Telephone inquiries are discouraged. Inquires concerning the administrative requirements of the ITB shall be submitted in writing and faxed/ emailed to the Director of Purchasing.

Inquiries concerning the performance requirements of the ITB shall be submitted in writing emailed to the Director of Purchasing.

Inquiries shall be in written form and signed by the inquirer, and received no later than the time and date designated herein. Answers to inquiries that change or substantially clarify the ITB shall be issued in the form of addendum to all known to have received a complete set of documents.

Contract award shall be contingent upon the availability of funds to fulfill the requirements of the solicitation. The University shall not be responsible for any cost incurred by any bidder in the preparation of any bid response.

This ITB does not commit the University to award a contract and the University shall not be responsible for any cost incurred by any bidder in the preparation of any bid.

When specified in the ITB, a bid bond, cashier's check, or certified check made payable to Louisiana Tech University, for the amount specified, must accompany the bid response, if required. The bid guaranty shall be subject to forfeiture for failure on the part of the successful bidder (a) to satisfy any bid requirements, or (b) to furnish any required performance guaranty or insurance verifications, or (c) to execute the contract within the time stipulated after official notification is made by the university. The University shall have the right to retain the bid guaranty of all bidders until (a) the successful bidder has satisfied all ITB requirements and the contract has been executed, or (b) all bids have been rejected

When specified in the ITB, the successful bidder shall furnish a performance bond in accordance with the requirements outlined within ten (10) calendar days of the official notice. Performance bond shall be made payable to Louisiana Tech University in the specified amount. If the contract is extended, then the performance bond may be required to be renewed for each successive contract term in force. The bonds shall secure for the university the prompt and faithful performance of the contractor in strict accordance with the contract.

The University reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any bidder to perform the service outlined in this ITB. All bidders shall furnish all information and data for this purpose as the university may request. The unreasonable failure of any bidder to

promptly supply this information in connection with an inquiry may be grounds for non-responsibility.

Whenever specification indicate a specific brand, make or manufacturer, such specifications are used to denote the quality standard of product desired and are not intended to restrict the bidder to the item named. They are used solely to set forth and convey to the bidder, the general style, type, character and quality of the product desired. Equivalent products shall be acceptable if requested by the bidder and the contract coordinator has granted written approval. Bidders must supply sufficient literature to allow for a comparison to the specified brand. Failure to provide this literature may result in the equivalent product not being accepted.

The bidder shall include in his bid price all federal, state and local taxes of all kinds applicable to the performance of this contract. The University is currently exempt from all state sales and use taxes and from parish and city taxes.

The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements set forth in this ITB.

All bidders are encouraged to visit the facility and to familiarize themselves with the facility and the requirements in the ITB. Bidders should allow themselves sufficient time to conduct an inspection tour of the facility. Bidders should contact either Dr. John Jackson or Tony Tryon at 257-4634 to schedule a tour of the facility.

The prices in the ITB shall be firm to cover all labor, equipment, materials, cleaning supplies, services, supervision, bonds, insurance, transportation, and any other cost necessary to execute the required services in full conformity with the ITB. Prices shall include any taxes that the university has not indicated as exempt previously herein.

The contractor agrees the University and the Legislative Auditor of the State of Louisiana shall have access to and the right to audit and examine, any pertinent books, documents, papers, and records of the contractor related to this ITB and any resulting contract.

The contractor agrees that in the event of any accident of any kind and degree, the contractor shall immediately notify the University Police Department (257-4018) and thereafter, within 24 hours, furnish a written report of the accident to the contract coordinator.

The contract or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet, or disposed of without the previous consent, in writing, of the University. Any attempted assignment under the contract shall be void and of no effect.

The Louisiana Tech Purchase Order, the ITB, the contractor's bid response, and the contractor's performance guarantees shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings. The contract shall not be modified, altered, or changed except by mutual agreement through written change orders by the authorized representatives of each party to the contract.

Based upon the mutual agreement of the successful bidder and Louisiana Tech University, this contract may be extended for two (2) additional twelve (12) month periods at the same price and terms. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature at all times. If the Legislature fails to appropriate sufficient monies to provide for the continuation of this contract, the contract shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated.

If the entire facility is closed during the contract term, the University will endeavor to notify the contractor with thirty (30) days written notice. The contract for the closed facility will not be performed nor invoiced by the contractor.

The contractor shall indemnify and hold harmless the State, the University, its Officers, agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee.

The safety and security of our students, faculty and staff is of the utmost importance. Louisiana Tech shall require the successful bidder to have diligently performed criminal background checks of all employees that will be assigned to work in Louisiana Tech facilities and provide copies of such to the University.

The contractor shall at all times keep the premises free from accumulations of trash, waste materials, and debris caused by its employees or its operations. Removal of all trash, waste materials and debris generated by operations shall be disposed of in receptacles provided at the designated locations.

The contractor shall be an equal employment opportunity employer. The contractor shall not discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, sex, sexual orientation, or in any manner prohibited by law.

Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the contract.

The contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana. If any provision of the contract, as applied to either party or any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract.

In the event the contractor produces "a hazardous waste" as defined by the Department of Natural Resources Hazardous Waste Division of the State of Louisiana, then the contractor shall be designated as the "generator" of such waste. The liability of hazardous waste disposal shall rest with the contractor and not the university.

The contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its Officers, Agents, Servants and Employees, including Volunteers, from and against any and all claims, demands, loss or destruction of any property which may occur or in anyway grow out of any act or omission of the contractor, its agents, servants, and employees or any and all cost, expenses and/or attorney fees incurred by contractor as a result of any claim, demands, and/or cause of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractors agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other cost and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

All of the contractor's employees furnishing or performing services under this contract shall be deemed employees solely of the contractor and shall not be deemed for any purpose whatsoever employees of, agents of, acting for or on behalf of, the University. The contractor shall perform all services as an independent contractor and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the contractor with respect to third parties shall be binding on the University.

Bidders are encouraged to visit the site or the proposed service, inspect the site, utilities, equipment, and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed services. NO additional allowance shall be granted to any contractor because of lack of knowledge of conditions.

The contractor shall procure and maintain for the duration of the contact Work insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced, in coverage or in limits except after thirty (30) days prior written notice by certified

mail return receipt requested has been given to the University. Specific requirements regarding this insurance is located elsewhere in the ITB.

The contractor shall be responsible for all keys issued to him. In the event of loss of any keys, the contractor shall immediately notify the University and shall reimburse the University in whole or in part to correct any breach of security in the facility. The University reserves the right to hold or deduct any cost from payments due the contractor to insure reimbursement for the security breach cause thereby.

The contractor shall comply with all applicable laws, ordinances, and regulations of the local, state, and federal government in the performance of the contract. The contractor is also responsible for strict compliance with all applicable local, state, and federal laws concerning fair employment, minimum wage and equal opportunity practices.

The contractor shall at all times keep the University free from all liens asserted by any persons, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor, performed, or materials, or equipment purchased) by the contractor pursuant to the terms of the contract. If any such liens shall at any time be filed against the University's premises in connection with the contract and the contractor shall fail to cause such liens to be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, then the University may, without prejudice to any right or remedy available to the University, contact the surety or insurance company furnishing the performance guaranty and demand the lien be removed or discharged (by payment or bond or otherwise). The contractor and its surety or insurance company shall be held liable for all cost and expenses (including attorney's fees) incurred by the University in resolving said lien.

The University reserves the right to purchase or receive services within the scope of this contract determined by the University to be within its best interest.

Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by registered or certified mail to the other party. Notifications to the contractor shall be sent to the last known address on file with the University. Notifications to the University, unless otherwise amended in the contract, shall be to Louisiana Tech University Purchasing Department.

As work progresses, the contractor shall render monthly invoices at the end of each month. An original and one duplicate should be forwarded to the Louisiana Tech Recreation Department PO Box 3137 Ruston LA 71272 by the end of the month. Upon the approval by the contract coordinator or his designee, payment shall be made by check and will be mail to the contractors last known address during the following month.

The contractor shall, at his sole expense, procure and keep in effect all necessary permits and licenses required for performance under the contract, and the contractor shall post or display in the prominent place such permits and/or notices as are required by law.

The contract agrees that, at all times, the employees of the contractor furnishing or performing services under this contract shall do so in a proper, workmanlike, and dignified manner. The University reserves the right to require the contractor to remove any employee employed under the contract when the University deems it to be in the University best interest.

The Contractor shall distinguish contractor personnel by the use of company identified uniform shirts or vest. Identification clothing shall be consistent in color and worn at all times while on the campus. The contract coordinator must approve the uniforms. Custodial employees shall be required to sign in to confirm manpower requirements are being fulfilled each day.

The contractor agrees that all persons working for or on behalf of the contractor whose duties bring them upon the University's premise shall obey all University policies, police security measures, and shall comply with the reasonable directives of University personnel and Police Security Officers.

The contractor shall be responsible for the acts of its agents and employees while on the University's premise. Accordingly, the contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the University's premises. The Contractor shall be responsible for all damages to persons or property caused by the contractor or any of its agents or employees. The contractor shall promptly repair, to the specifications of the University, any damage that the contractor, its agents, or employees may cause to the University premises or equipment.

The Contractor shall under NO circumstance allow any party under the age of 18 or any party that is not in the Contractor's employ in the facility at any time.

The Contractor shall not in any way or in any form publicize or advertise in any manner the fact the Contractor in providing services to the University without the express written consent of the University, obtained in advance, for each item of advertising or publicity. However, nothing herein shall prevent the Contractor from listing the University on its routine client list for matters of reference.

The Contractor, its agents, and employees shall practice safe work habits, make safe use of chemicals, and handle safely equipment employed. In addition, the Contractor shall use equipment, signs, barriers or other devices to protect persons or property, and shall avoid the usage hazardous materials that are not essential to the performance of the contract.

The Contractor shall perform all major portions of the specified work without the use of subcontractors. The contract coordinator reserves the right to refuse any minor subcontracted work and may require that references be provided for any subcontracted work.

The Contractor shall preform the services contemplated in this ITB without interfering in any way with the activities of the University's students, faculty, staff, or visitors. The Contractor shall schedule all cleaning task as not to disturb or disrupt other activities in progress. In the event spaces need to be sectioned off to accomplish work, the Contractor shall schedule such work with the contract coordinator. The Contractor shall meet with the contract coordinator to determine the schedule of cleaning activities to be performed by the contractor. This schedule is to be coordinated with other facility as not to incur conflicts. The Contractor shall contact the contract coordinator to schedule a meeting within fourteen (14) days after the commencement of the contract to establish this cleaning schedule. The Contractor shall furnish in writing, a final schedule of cleaning as discussed in the preceding paragraph. This information shall be submitted to the contract coordinator within fourteen (14) days after the above-mentioned scheduled meeting.

The Contractor shall not disturb paper on desk, open drawers, cabinets, or lockers, use telephones, radios, or office equipment, or tamper with personal property. The University shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the Contractor, employees or agents, which may be brought or stored on the University campus. The Contractor shall immediately report anything out of the ordinary, such as unlocked doors, stopped toilets, stopped drains, broken fixtures, lights out of order, etc., to the contract coordinator.

The Contractor agrees to perform the services specified under the contract with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such service

On termination or expiration of the contract, the Contractor shall vacate all parts of the University's premises occupied by it and shall restore the premises of the University in the same condition as when it was originally made available to the Contractor, reasonable wear and use expected. Surrendered premises and equipment shall be left in clean, orderly state satisfactory to the University. The terms, conditions, and representations contained in the contract shall survive the termination or expiration of contract.

The Contractor shall pay when dues all taxes or assessments applicable to the Contractor. The Contractor shall comply with the provisions of the applicable statues and the regulations of the applicable taxing authority.

If, because of reasons beyond the control of the University (fire, legislative funding, etc.) business operation in any or all of the facilities of the University are interrupted or stopped, then the University shall have the right to terminate or suspend the contract immediately by written notice without any penalty thereof. The University may terminate the contract at its convenience upon thirty (30) calendar days written notice at any time during the term of the contract. The Contractor may terminate the contract at its convenience upon one hundred twenty (120) calendar days written notice at any time during the term of the contract. Any contract cancellation shall be served by registered or certified mail. IN the event of a possible termination for cause, if either party breaches any terms or conditions of the contract, the aggrieved party shall give the other party at least ten (10) days written notice of the alleged breach. The aggrieved party shall set forth the alleged breach and demand compliance with the contract. Unless within thirty (30) calendar days after receiving such notice, the notified party has not contested such alleged breach or such breach has ceased or the notified party has made arrangements to correct the alleged breach, then the aggrieved party may terminate the contract, without prejudice to any right or remedy the aggrieved party may have, by giving written notice. Any contract cancellation shall be served by registered or certified mail.

The Contract Coordinator shall at all times have access to the contract work when it is in progress. The University reserves the right at any time to utilize its own personnel or other contract personnel in the facility under contract.

The Contractor, its agents, and employees shall have the right to use only those facilities of the University that are necessary to perform services under this contract and shall have no right of access to any other facilities on the campus.

The University shall provide, at its own expense, services at existing outlets (electric power and domestic water) for the convenience of the Contractor. Any modification to existing outlets required or requested by the Contractor shall be at the Contractor's expense. The University shall not be responsible for any loss or delay sustained by the interruption or failure of these utilities for any cause whatsoever. The Contractor shall use lighting as deemed necessary to perform services in the immediate work area only. All lighting shall be turned off before leaving the area unless otherwise directed by the contract coordinator or building management personnel.

The Contractor shall provide any and all equipment and cleaning supplies necessary to fulfill the terms of the ITB. The contractor will be provided with an area in which to store both equipment and supplies, however, Louisiana Tech University shall not be responsible or liable for such equipment and supplies and the security thereof. The area must be kept in a clean and orderly manner at all times.

The Contractor shall be required to keep in an easily located area a current copy of all MSDS sheet as they relate to the performance of the contract. The Contractor

shall, for the duration of the contract, maintain and update the MSDS records to accurately reflect the current chemicals being used. The Contractor must, at all times, keep any cleaning chemicals not in their original containers in a clearly labeled bottle and stored in a safe manner.

Any vehicle used by the Contractor in the performance of the contract is to be reflective of a professional cleaning operation. The Contractor may be requested to furnish a photograph of the vehicle to be utilized in the performance of the contract. The contract coordinator or his designated appointee reserves the right at any time to request the equipment, supplies, and chemicals be presented to show contract compliance.

The University shall furnish all paper products (toilet paper, paper towels, hand soap, etc.) needed to perform the contract. The Contractor shall be responsible for any and all equipment, supplies, and cleaning chemicals necessary to perform the contract. Cleaning chemicals used to disinfect/sanitize surfaces and areas must be effective in the killing of COVID-19

The Contractor shall submit, in writing, the name(s) and phone numbers of any supervisory personnel that may be contacted at any time of day or night, Sunday through Saturday in the event of an emergency or problem. This information shall be presented to the contract coordinator within fourteen (14) days of the commencement of the contract work. The Contractor and Contract Coordinator shall meet on a regular basis, as determined and mutually agreed upon, to discuss and conduct custodial evaluations. The Contractor shall make contact with the Contract Coordinator on a weekly basis, in the agreed upon manner, to discuss the weekly schedule of events at the facility and to receive and pertinent instructions. Prior to the implementation of the contract, The Contractor shall provide to the Contract Coordinator with the written instructions describing the Contractor's Emergency Plan in the event of accident or injury.

This portion of the contract shall include all labor, equipment, materials, service, supervision, cleaning supplies, and any other means necessary to perform janitorial housekeeping services, hereafter referred to as custodial services, for the specified areas in the Lambright Sports and Wellness Center.

Custodial services to be inclusive of the following:

- Custodial services are to be performed in the building six (6) days per week, Sunday through Friday, for the entire contract term.
- Custodial services shall be performed in the Lambright Sports and Wellness Center between the hours of 10:00 pm and 5 am. Since the building may be in operation at the beginning of the night, care must be taken as to minimize disruptions to ongoing activities.
- Contractor shall provide all labor necessary to accomplish custodial services required each day in the allotted time.
- During extended holiday periods or during the summer season, schedules may be changed as determined by the Contract Coordinator and Contractor.
- The Contract Coordinator must have a means to contact the Contractor or his representative at any given time.
- Custodial employees shall be required to sign in to confirm the people in the facility on any given night.
- Contractor is to supply at least two support personnel between the hours of 5:30 am and 10:30 pm. Monday through Friday for the entire length of the contract period. Allowance shall be made for a lunch period and any required break periods between the specified service hours, as defined by the Contractor. Contractor shall provide the University with a written schedule detailing the lunch and break period schedule being utilized.
- Contractor shall be responsible for providing a replacement custodian in the event of sickness or absence of the regular worker and notify the University of that replacement.
- Daily contract work shall be performed continuously in the building by two support personnel between the hours of 5:30 am and 10:30 pm Monday through Friday.
- The University expects the level of cleanliness to achieve an APPA level 1, but at no time is it to be less than a two on the APPA's Five Levels of Clean.

The Contractor Coordinator reserves the right to amend the existing contract to provide for non-usage or expansion of service area as defined herein.

The following are the areas to be serviced at Lambright Sports and Wellness Center:

- 1) Ping Pong Area
 - a) Floors (all task to be performed daily)

- i) Shall be dust mopped daily and wet mopped with an approved cleaner for the type of flooring present.
 - ii) All stairs and stairwells shall be swept and vacuumed daily.
 - iii) All spillage shall be removed from the area and wet mopped as required.
 - iv) All floor molding, wall, kickboards shall be wiped down as needed to achieve cleanliness goal.
- 2) Restrooms (all tasks to be performed daily)
 - a) Floors shall be wet mopped with a disinfectant
 - b) Toilets shall be cleaned and disinfected with an approved bowl cleaner
 - c) Lavatories shall be cleaned, sanitized, and rinsed thoroughly
 - d) Mirrors shall be cleaned
 - e) Fittings and supply pipes must be cleaned
 - f) Stall partitions, doors, and tile walls shall be cleaned and sanitized. Any graffiti shall be removed
 - g) Shelves and lavatory counters shall be cleaned and sanitized
 - h) Waste receptacles shall be emptied and all debris deposited in proper area
 - i) Waste receptacles shall be sanitized and deodorized as needed.
 - j) All paper and soap dispensers should be cleaned and stocked
- 3) Locker Rooms (all tasks are to be done daily)
 - a) Floors shall be wet mopped with a disinfectant
 - b) Floors shall be vacuumed, where applicable.
 - c) Toilets shall be cleaned and disinfected with an approved bowl cleaner
 - d) Lavatories shall be cleaned, sanitized, and rinsed thoroughly
 - e) Shelves and lavatory counters shall be cleaned
 - f) Mirrors shall be cleaned
 - g) Fittings and supply pipes must be cleaned
 - h) Stall partitions, doors, tile walls shall be cleaned and sanitized. Any graffiti shall be removed.
 - i) Waste receptacles shall be emptied and debris placed in the proper area
 - j) Waste receptacles shall be sanitized and deodorized as needed
 - k) All paper and soap dispensers shall be cleaned and stocked.
 - l) All showers shall be cleaned, sanitized, and wet mopped with a disinfectant
 - m) All shower curtains shall be cleaned, sanitized, and kept free from mold
 - n) All lockers and benches are to be dusted and wiped down with a disinfectant
 - o) The steam rooms and saunas are to be wet mopped and all surfaces are to be cleaned and sanitized
 - p) TRR toilets as needed
- 4) Bowling Alley (tasks to be done daily)
 - a) Floors shall be dust mopped and wet mopped with disinfectant. Contractor shall have no responsibility on the lanes. Only the dark finished floor area
 - b) Waste receptacles shall be emptied and debris placed in the proper area
 - c) Waste receptacles shall be sanitized and deodorized as needed
- 5) Aerobics Room (task to be done daily)
 - a) Floors are to be dust mopped daily
 - b) Mirrors shall be cleaned
 - c) All walls are to be cleaned, sanitized and any graffiti shall be removed

- d) All disinfectant spray bottles are to be filled
- e) All paper dispensers are to be cleaned and stocked.
- f) Waste receptacles shall be emptied and debris placed in the proper area
- g) Waste receptacles shall be sanitized and deodorized as needed
- 6) Lobby (tasks to be daily)
 - a) Floors are to be dust mopped and wet mopped with disinfectant
 - b) All entry mats are to be swept and/or vacuumed
 - c) Area by the rock wall is to be vacuumed
 - d) Entrance areas to be pool are to be swept and wet mopped
 - e) All furniture is to be dusted and wiped clean
 - f) All molding, wall, and kickboards are to be swept and/or vacuumed
- 7) Hallways and stairwells (tasks to be done daily)
 - a) All hallways are to be swept and wet mopped
 - b) Stairwells are to be swept and wet mopped as needed
 - c) All trash shall be removed from both the hallway and the stairwells and placed in the proper receptacle
 - d) Green turf flooring is to be vacuumed
 - e) All molding, wall, and kickboards are to be swept and/or vacuumed
- 8) Upstairs and Downstairs Fitness Area (tasks to be done daily)
 - a) Floors are to be swept and wet mopped with disinfectant
 - b) Mirrors shall be cleaned
 - c) Waste receptacles shall be emptied and debris placed in the proper area
 - d) Waste receptacles shall be sanitized and deodorized as needed
 - e) Green turf flooring is to be vacuumed
 - f) All disinfectant spray bottles are to be filled
 - g) All paper dispensers are to be cleaned and stocked.
 - h) All molding, wall, and kickboards are to be swept and/or vacuumed
 - i) Upstairs track is to be swept and wet mopped
 - j) Contractor is not responsible for the cleaning of fitness equipment. It shall be the responsibility of the University.
- 9) Gym (task to be done daily)
 - a) Floor are to be dust mopped
 - b) All gum and scuff marks are to be removed as recommended by the manufacturer
 - c) All trash is to be removed and placed in the proper area
 - d) Contractor is not responsible for the area under the bleachers. Just the trash that is on the topside of them.
 - e) The blue cheer mats are to be vacuumed. However, the contractor shall have responsibility other than vacuuming the mats.
 - f) Waste receptacles shall be emptied and debris placed in the proper area
 - g) Waste receptacles shall be sanitized and deodorized as needed
 - h) All molding, wall, and kickboards are to be cleaned.
- 10) Racquet Ball Courts (task to be done daily)
 - a) Floors are to be dust mopped
 - b) All gum and scuff marks are to be removed as recommended by the manufacturer

- c) All trash is to be removed and placed in the proper area
- 11) Swimming Pool Area (task to be done daily)
 - a) The area around the indoor pool is to be swept and wet mopped. The University is currently using an auto scrubber to perform this task, however, the contractor is free to use whatever method he chooses to scrub this floor. Care must be taken to limit the amount of runoff in to the pool water.
 - b) All trash must be removed and placed in the proper area
- 12) Membership Office (task to be done daily)
 - a) Waste receptacles shall be emptied and debris placed in the proper area
 - b) Waste receptacles shall be sanitized and deodorized as needed
 - c) Floors are to be swept and wet mopped
 - d) Counter is to be disinfected and sanitized
 - e) Hallway is to be swept and wet mopped
 - f) Individual offices are not the responsibility of the Contractor
- 13) Classroom (task to be done daily)
 - a) Floors are to be swept and wet mopped
 - b) Waste receptacles shall be emptied and debris placed in the proper area
 - c) Waste receptacles shall be sanitized and deodorized as needed
- 14) Rental Area/ Back desk (task to be done daily)
 - a) Counter is to be cleaned and sanitized
 - b) Carpet area behind the counter is to be vacuumed, if possible
 - c) Waste receptacles shall be emptied and debris placed in the proper area
 - d) Waste receptacles shall be sanitized and deodorized as needed
- 15) Miscellaneous
 - a) Drinking fountains shall be cleaned and sanitized daily
 - b) Hallway, lobby, and office walls shall be cleaned as needed
 - c) Hand marks shall be removed from surfaces, as needed
 - d) Immediately remove any graffiti
 - e) Do not re-use dirty water for any function
 - f) Waste receptacles shall be cleaned, rinsed, and sanitized thoroughly
 - g) Contractor shall use pushcarts when emptying trash receptacles. Trash is not to be dragged or to be carried over long distances due to the liquid marks that are left
 - h) Remove gum from floors and walls, as needed

Several times throughout the year (quarterly), the contractor shall be required to perform floor maintenance on the rubberized floor in the building. This will consist of scrubbing the floor in a manner consistent with the manufacturer's recommendations for the floor and once that is complete reapply one or two coats of finish. Contractor and the contract coordinator shall meet and discuss the scheduling of this work.

Contractor is to bid as a separate line item should the situation arise that custodial services are needed at outside the hours contained within the ITB. The Contractor will be given as much advance notice as possible by the contract coordinator as it relates to this work, if needed.

Daily contract support personnel in addition to the above listed duties, shall:

- Continuously monitor the building's interior, its entrances, and the exterior perimeter for paper, trash, dirt, and debris, as well, as monitor all bathrooms to ensure all dispensers are stocked and there are no spills or trash, etc. on the floors.
- Spot clean all inside glass
- Clean all glass doors
- Sweep or vacuum doormats
- Sweep or vacuum all corridors
- Damp mop all corridors as needed
- Clean window ledges
- Sweep all walkways
- Respond to any unforeseen contingency, e.g. liquid spills on the floors, standing water that could lead to slipping, etc. Respond to any other janitorial housekeeping request during the day deemed necessary by the facility manager or their designee.
- Daily contract workers should be courteous to all patrons of the facility and socialization should be kept to a minimum.

The following items are not required by the daily contract workers

- Watering and upkeep of plants throughout the facility
- Cleaning of any personal dishes or cooking items
- Running any errand for University personnel not related to custodial cleaning

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non owned automobiles.

B. DEDUCTIBLES AND SELF INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder Shall be listed as follows:

State of Louisiana
Agency Name, Its Officers, Agents, Employees and Volunteers
Address, City, State, Zip
Project or Contract #:

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

THIS IS A REQUEST FOR A SEALED BID INSTRUCTIONS TO BIDDERS

1. Read the entire bid, including all terms and conditions and specifications.
2. Louisiana Tech University is not liable for any cost incurred by the bidders prior to execution of a contract and the issuance of a purchase order. Any bidder who ships or otherwise expends time or money prior to award as defined does so at the bidder's own risk.
3. All bid prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices should be initialed by the bidder. If the bidder needs to submit a change or addenda, such shall be submitted in writing, signed in original ink by a representative of the bidder, cross-referenced clearly to the relevant bid section, in a sealed envelope, prior to the bid opening date. Such shall meet all requirements for the bid. Unless received as specified above, all bid information will remain unchanged.
4. This bid is to be manually signed in ink.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Destination, unless otherwise provided in the solicitation. Bids requiring deposits, "payment in advance" or "C.O.D" may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
6. Amount of bid bond required: every bid submitted for in excess of fifty thousand dollars shall be accompanied by a bid bond guaranteed by a surety company qualified to do business in the state of Louisiana. The bid bond shall be for five percent of the official bid amount.
7. To assure consideration of your bid, all bids and addenda should be returned in an envelope or package clearly marked with the bid opening date and the bid number; or submitted in the special envelope, if furnished for that purpose.
8. Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.
9. Important: By signing the bid, the bidder certifies compliance with all instructions to bidders, terms conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor (see no. 26). All bid information shall be in ink or typewritten.
10. Address all inquiries and correspondence to the Louisiana Tech University Office of Purchasing at the address and telephone number listed herein.
11. Bid forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, and properly signed (see no. 27). Bids submitted in the following manner will not be accepted:
 - A. Bid contains no signature indicating intent to be bound;
 - B. Bid sent by facsimile equipment;
 - C. Bid filled out in pencil; and
 - D. Bid not submitted on the designated bid forms.
12. Bids must be received at the address specified in the solicitation prior to bid opening time in order to be considered.
13. Standards of quality – Any product or service bid shall conform to all applicable federal, state, and local laws and regulations, and the specifications contained in the solicitation. If bidding other than the requested brand or product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand

and model name of the product offered in the bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation. See bid document for full requirements.

14. New Products: Unless specifically called for in the solicitation documents, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation documents. The manufacturer's standard warranty will apply unless otherwise stated in the solicitation.
15. Louisiana Tech University reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
16. This agreement is non-exclusive and shall not in any way preclude Louisiana Tech University from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.
17. Bid opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Louisiana Tech University Purchasing Office during normal working hours. Written bid tabulations will not be furnished prior to 72 hours.
18. Prices: Unless otherwise specified by Louisiana Tech University in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period.
19. Taxes: Vendor is responsible for including all applicable taxes, fees, and tariffs in the bid price. Louisiana Tech University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.
20. Contract renewals: In the event that bid specifications include a renewal option, a term contract may be extended for two additional 12-month periods at the same prices, terms, and conditions upon mutual agreement of the State of Louisiana agency and the contractor. In such cases, the total contract term cannot exceed 36 months.
21. Contract cancellation: Louisiana Tech University has the right to cancel any contract, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. Louisiana Tech University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for complaint deliverables in progress.
22. Applicable law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
23. In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

24. The bidder agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this solicitation.
25. Special accommodation: Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the bid opening, must notify the Louisiana Tech University Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
26. Indemnity: Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.
27. Signature authority: Attention: R.S. 39:1594(c) (4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.

Please circle one:

- 1) The signer of this bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership must be submitted to this office before contract award.
 - 2) The signer of this bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the resolution, certification, or other supportive documents must be attached hereto.
 - 3) The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
 - 4) The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's vendor registration on file with this office.
28. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950; professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
29. It is agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts which relate to this contract.

30. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract.
31. Whenever a public entity enters in to a contract in excess of five-thousand dollars (\$5,000) for the construction, alteration, or repair of any Public Works, the official representative of the public entity shall reduce the contract to writing and have it signed by the parties. When an emergency as provided in R.S. 38:2212(D) is deemed to exist for the construction, alteration, or repair of any Public Works and the contract for such emergency work is less than fifty-thousand dollars (\$50,000), there shall be no requirement to reduce the contract to writing (R.S. 38:2241).
32. For each contract in excess of twenty-five thousand dollars (\$25,000) per project, the public entity shall require of the contractor a bond with good, solvent, and sufficient surety in a sum of not less than fifty percent (50%) of the contract price for the payment by the contractor or subcontractor to claimants as defined in R.S. 38:2242. The bond furnished shall be a statutory bond and no modification, omissions, additions in or to the terms of the contract, in the plans or specifications, or in the manner and mode of payment shall in any manner diminish, enlarge, or otherwise modify the obligations of the bond. The bond shall be executed by the contractor with surety or sureties approved by the public entity and shall be recorded with the contract in the office of the recorder of mortgages in the parish where the work is to be done not later than thirty days after the work has begun.
33. For construction projects falling within classifications of 37:2150 the bidder must be fully qualified under any state or local licensing law for contractors in effect at the time and at the location of the work before submitting his bid. In the state of Louisiana, revised statutes 37:2150, et seq. Will be considered, if applicable. The contractor shall be responsible for determining that all of his sub-bidders or prospective subcontractors are duly licensed in accordance with law. On any bid in excess of fifty thousand dollars (\$50,000), the Contractor shall certify that he is licensed under R.S. 37:2150-2163 and show his license number on the bid. The bid envelope shall be identified on the outside with the Name of the Project, Bid Number, Bid Time, the Name of the Bidder and the License Number of the Bidder.

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➤ **ARE YOU ELIGIBLE FOR PARTICIPATION?**

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veteran Affairs or the Louisiana Department of Veteran Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous three (3) tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

➤ **WHAT IS THE VETERAN INITIATIVE?**

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Key features of the programs are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurships

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/se/se.htm>.

➤ **WHY IS CERTIFICATION IMPORTANT?**

Certification is required for the participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

➤ **WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?**

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed by <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>. For additional information regarding certification, please contact the LED at 800.450.8115 or 225.342.3000.

➤ **WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?**

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at www.vetaffairs.al.gov.

The State of Louisiana is committed to the success of this program and encourages your participation.